

REMARKS

Claims 1 and 3-22 are pending and under consideration in this application. Claims 9 and 10 are amended herein. Support for the amendments to claims 9 and 10 may be found in the claims as filed originally. New claims 15 to 22 are added herein. Support for new claims 15 to 22 may be found in the claims as filed originally, as well as at page 13, lines 17 to 25, continuing at page 14, lines 1 to 3 of the specification. Reconsideration is requested based on the foregoing amendment and the following remarks.

U.S. Pat. App. Pub. 2002/0072974 to Peterson et al.

The Applicants acknowledge with appreciation the withdrawal of the rejections based on US Pat. App. Pub. 2002/0072974 to Pugliese, III et al.

Response to Arguments:

The Applicants appreciate the consideration given to their arguments. The Applicants, however, are disappointed that their arguments were not found to be persuasive. Further reconsideration is thus requested.

Claim Rejections - 35 U.S.C. § 101:

Claims 9 and 10 were rejected under 35 U.S.C. § 101 as directed to non-statutory subject matter. Claims 9 and 10 were amended substantially as suggested by the Examiner. The Examiner's suggestions are appreciated. Claims 9 and 10 are thus submitted be directed to statutory subject matter. Withdrawal of the rejection of claims 9 and 10 is earnestly solicited.

Claim Rejections - 35 U.S.C. § 102:

Claims 7, 8, 10, 12, and 14 were rejected under 35 U.S.C. § 102(e) as anticipated by U.S. Patent Application Publication No. 2001/0011232 to Peterson et al. (hereinafter "Peterson"). The rejection is traversed. Reconsideration is earnestly solicited.

The second clause of claim 7 recites:

Managing information regarding products that are not in inventory in each store, a product that is not in inventory being a product that is out of stock.

Peterson neither teaches, discloses, nor suggests "managing information regarding products that are not in inventory in each store, a product that is not in inventory being a product that is out of stock," as recited in claim 7. At page 6, in section 4 of the Office Action appears the

statement:

The Examiner notes that managing information on the quantity of items in inventory of each vendor encompasses managing information on products that are out of stock.

This is submitted to be incorrect. Peterson manages no information on products that are out of stock, let alone “managing information regarding products that are not in inventory in each store, a product that is not in inventory being a product that is out of stock,” as recited in claim 7. In fact, as also noted at page 6, in section 4 of the Office Action:

Additionally, the system and methods of Peterson manage inventory information for vendors having a supply of an item in need (i.e. out of stock) by another vendor.

Since, as noted here in the Office Action, Peterson manages inventory information for vendors *having* a supply of an item in need, Peterson has no need for “managing information regarding products that are not in inventory in each store, a product that is not in inventory being a product that is out of stock,” as recited in claim 7.

Peterson, rather, is about selectively distributing information about inventory levels, i.e. products that are in stock, and pricing among vendors. In particular, as described at paragraph [0004]:

This invention relates to a process for integrating a maintenance supply network with an information network for selectively distributing information about inventory levels and pricing among vendors, and efficiently transferring inventory between parties according to prearranged terms.

Since Peterson is about integrating a maintenance supply network with an information network for selectively distributing information about inventory levels and pricing among vendors, Peterson does no “managing information regarding products that are not in inventory in each store, a product that is not in inventory being a product that is out of stock,” as recited in claim 7.

Furthermore, in Peterson, the vendors can communicate among themselves the quantity of the item that each vendor *has* for sale, e.g, the inventory of the item each of the vendors has. In particular, as described in paragraph [0030]:

In a second step 14, the vendors are interconnected by an information network through which the vendors can communicate among themselves the quantity of the item that each vendor has for sale, e.g, the inventory of the item each of the vendors has.

Since, in Peterson, the vendors can communicate among themselves the quantity of the item that each vendor has for sale, e.g, the inventory of the item each of the vendors has, Peterson

does no "managing information regarding products that are not in inventory in each store, a product that is not in inventory being a product that is out of stock," as recited in claim 7.

Furthermore, in Peterson, the vendors enter into agreements governing an *inventory* sharing arrangement among the parties to the agreements. In particular, as described in paragraph [0031]:

In a third step 16, the vendors enter into agreements (bilateral or multilateral contracts) among themselves governing an inventory sharing arrangement among the parties to the agreements.

Since, in Peterson, the vendors enter into agreements governing an inventory sharing arrangement among the parties to the agreements, Peterson does no "managing information regarding products that are not in inventory in each store, a product that is not in inventory being a product that is out of stock," as recited in claim 7.

Peterson, furthermore, permits the vendors in need of one or more of the item to quickly determine, using the information network, which of the other vendors *have* some of the item. In particular, as described in paragraph [0032]:

This arrangement permits the vendors in need of one or more of the item to quickly determine, using the information network, which of the other vendors have some of the item. Knowing which of the other vendors are co-signatories to the inventory sharing arrangement, the vendor needing the item can contact a co-signatory who has some of the item in stock, to facilitate a speedy transaction transferring the item to the vendor who needs the item.

Since, in Peterson, the vendors in need of one or more of the item quickly determine, using the information network, which of the other vendors have some of the item, Peterson does no "managing information regarding products that are not in inventory in each store, a product that is not in inventory being a product that is out of stock," as recited in claim 7.

Furthermore, in Peterson, the vendors also share an asking price associated with the items they *have* in their respective inventories. In particular, as described in paragraph [0033]:

In a step 18, the vendors also share an asking price associated with the items they have in their respective inventories. The agreements signed by the various vendors will preferably indicate that a first vendor will sell to a second vendor up to the quantity of the item that the first vendor had indicated as being in the first vendor's inventory at the asking prices communicated by the first vendor.

Since, in Peterson, the vendors share an asking price associated with the items they have in their respective inventories, Peterson does no "managing information regarding products that are not in inventory in each store, a product that is not in inventory being a product that is out of

stock," as recited in claim 7.

Furthermore, in Peterson, the information network is used to transmit information to the manufacturer about the amount of the item that each of the vendors *has* in inventory. In particular, as described in paragraph [0042]:

Referring now to FIG. 2, a method of manufacturing an item based on observing inventory levels in a distribution network is illustrated generally at 40. In a first step 42, an information network is established providing communication between the vendors who constitute the distribution network for an item and a manufacturer of the item. The information network is used to transmit information to the manufacturer about the amount of the item that each of the vendors has in inventory.

Since, in Peterson, the information network is used to transmit information to the manufacturer about the amount of the item that each of the vendors has in inventory, Peterson does no "managing information regarding products that are not in inventory in each store, a product that is not in inventory being a product that is out of stock," as recited in claim 7.

Furthermore, in Peterson, the *total* of all the vendors' inventory of the item (plus any stock that the manufacturer has on hand) constitutes the *volume* of the item in the distribution channels. In particular, as also described in paragraph [0042]:

The total of all the vendors' inventory of the item (plus any stock that the manufacturer has on hand) constitutes the volume of the item in the distribution channels. The vendors' customers are buying the item out of the vendors' stock on an ongoing basis.

Since, in Peterson, the total of all the vendors' inventory of the item (plus any stock that the manufacturer has on hand) constitutes the volume of the item in the distribution channels, Peterson does no "managing information regarding products that are not in inventory in each store, a product that is not in inventory being a product that is out of stock," as recited in claim 7.

Furthermore, in Peterson, inventory depletion is defined as an unacceptably *low*, i.e. still finite, level of inventory. In particular, as also described in paragraph [0042]:

If the manufacturer stops producing the item, the inventory in the distribution system will decline until the inventory is depleted. (For the purposes of this application, inventory depletion is defined as an unacceptably low level of inventory, which causes customers to have unacceptably high difficulty in obtaining a needed item in an acceptable period of time).

Since, in Peterson, inventory depletion is defined as an unacceptably low level of inventory, Peterson does no "managing information regarding products that are not in inventory in each store, a product that is not in inventory being a product that is out of stock," as recited in claim 7.

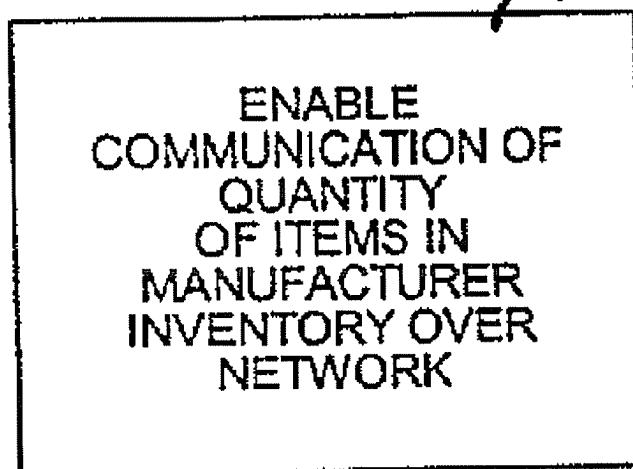
Furthermore, in Peterson, the user will be presented with the local stock quantity, which is the quantity of the item that the vendor *has* in the vendor's own inventory, and the 24 hour stock quantity, which is the stock available to the vendor from the manufacturer or other vendors t. In particular, as described in paragraph [0137]:

The user will be presented with a list of the items matching the search criteria as a step 316, including the part number of each item, a description of the item, the local stock quantity, the 24 hour stock quantity, the price of the item, and the unit of measure used to establish the price. The local stock is the quantity of the item that the vendor has in the vendor's own inventory. The 24 hour stock is the stock of the item that the vendor can ship within 24 hours, that is, stock available to the vendor from the manufacturer or other vendors through the vendors Inventory Network, as described above.

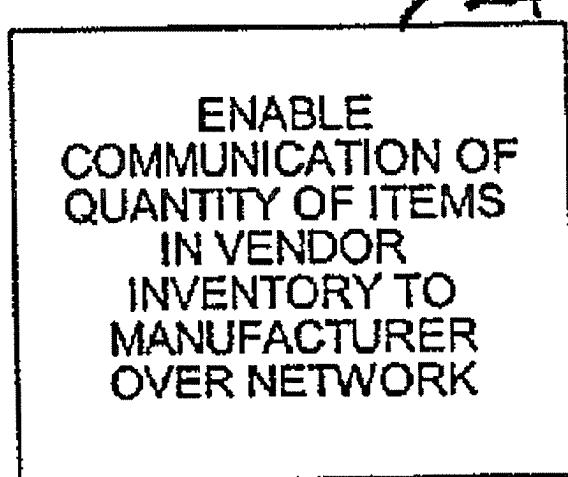
Since, in Peterson, the user will be presented with the quantity of the item that the vendor has in the vendor's own inventory, Peterson does no "managing information regarding products that are not in inventory in each store, a product that is not in inventory being a product that is out of stock," as recited in claim 7.

Neither Fig. 1, Fig. 2, nor Fig. 4 show "managing information regarding products that are not in inventory in each store, a product that is not in inventory being a product that is out of stock," as recited in claim 7, either.

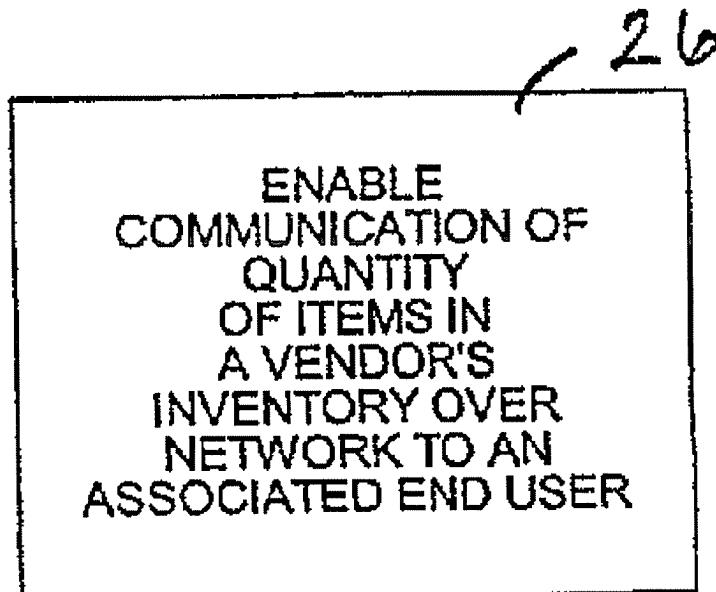
Step 22 of Fig. 1, for example, shows enhancing the information network to enable the manufacturer (or manufacturers) to communicate over the information network, to the vendors, the quantity of the item that is in the manufacturer's inventory:



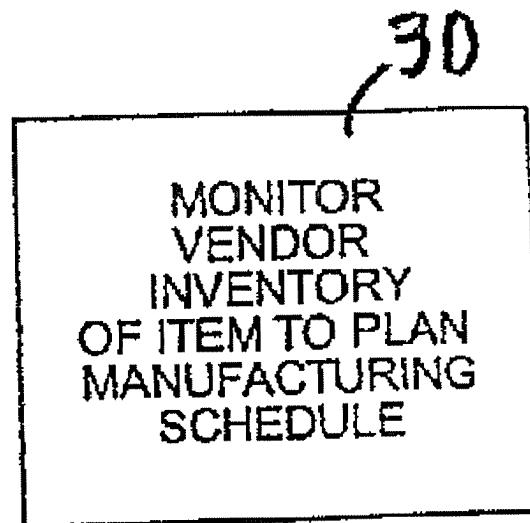
Step 24 of Fig. 1, similarly, shows enabling the information network to communicate information about the various vendors' inventory to the manufacturer, not "managing information regarding products that are not in inventory in each store, a product that is not in inventory being a product that is out of stock," as recited in claim 7:



Step 26 of Fig. 1, similarly, shows enhancing the information network to enable communication about the quantity (and preferably the price) of the item in a particular vendor's inventory to that vendor's customer, not "managing information regarding products that are not in inventory in each store, a product that is not in inventory being a product that is out of stock," as recited in claim 7:



Step 30 of Fig. 1, similarly, shows providing the manufacturer with the needed equipment and information to monitor the inventory in the distribution system (especially vendor's inventory of the item) to plan a manufacturing schedule, not "managing information regarding products that are not in inventory in each store, a product that is not in inventory being a product that is out of stock," as recited in claim 7:



Finally, steps 42-50 of Fig. 2 culminate in step 52, which shows the manufacturer manufacturing the item at a rate to prevent inventory depletion of the item, not "managing information regarding products that are not in inventory in each store, a product that is not in inventory being a product that is out of stock," as recited in claim 7:

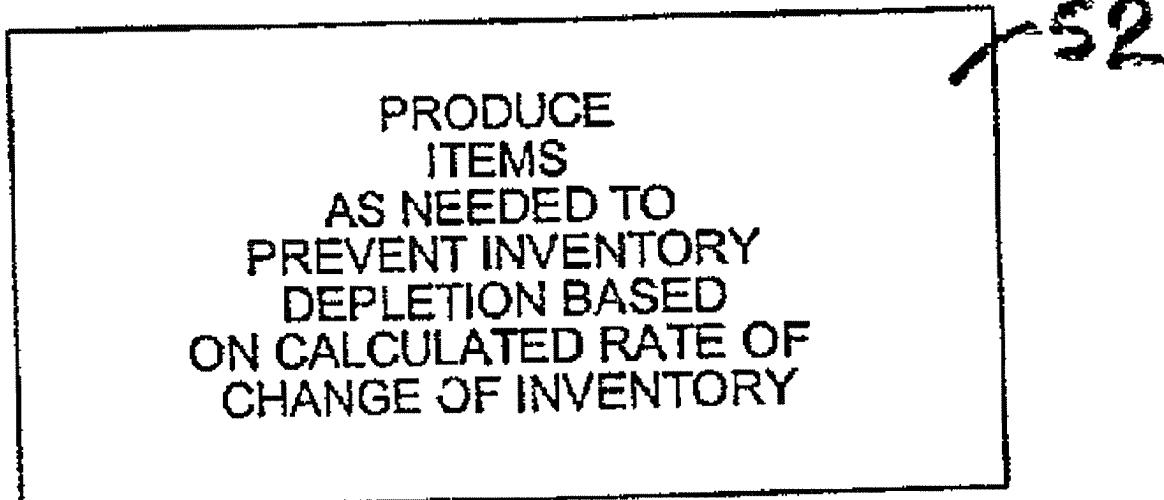


Fig. 4, for its part, shows nothing about inventory at all. Claim 7 is thus submitted to be allowable. Withdrawal of the rejection of claim 7 is earnestly solicited.

Claim 8 depends from claim 7 and adds additional distinguishing elements. Claim 8 is thus also submitted to be allowable. Withdrawal of the rejection of claim 8 is earnestly solicited.

Claim 10:

The second clause of claim 10 recites:

Managing information regarding products that are not in inventory for a plurality of stores.

Peterson neither teaches, discloses, nor suggests "managing information regarding products that are not in inventory for a plurality of stores," as discussed above with respect to the rejection of claim 7. Claim 10 is submitted to be allowable, for at least those reasons discussed above with respect to the rejection of claim 7. Withdrawal of the rejection of claim 10 is earnestly solicited.

Claim 12:

The second clause of claim 12 recites:

Managing information regarding products that are not in inventory in each store, a product that is not in inventory being a product that is out of stock.

Peterson neither teaches, discloses, nor suggests “managing information regarding products that are not in inventory in each store, a product that is not in inventory being a product that is out of stock,” as discussed above with respect to the rejection of claim 7. Claim 12 is submitted to be allowable, for at least those reasons discussed above with respect to the rejection of claim 7. Withdrawal of the rejection of claim 12 is earnestly solicited.

Claim 14:

The second clause of claim 14 recites:

Managing information regarding products that are not in inventory for a plurality of stores.

Peterson neither teaches, discloses, nor suggests “managing information regarding products that are not in inventory for a plurality of stores,” as discussed above with respect to the rejection of claim 7. Claim 14 is submitted to be allowable, for at least those reasons discussed above with respect to the rejection of claim 14. Withdrawal of the rejection of claim 14 is earnestly solicited.

Claim Rejections - 35 U.S.C. § 103:

Claims 1, 3-6, and 11 were rejected under 35 U.S.C. § 103(a) as being unpatentable over US Patent Application Publication No. 2002/0128918 to Chao *et al.* (hereinafter “Chao”) in view of Herriot, Scott R. “Identifying and Developing Referral Channels,” Management Decision, London (hereinafter “Herriot”). The rejection is traversed. Reconsideration is earnestly solicited.

The second clause of claim 1 recites:

Managing information regarding products that are not in inventory in each store, a product that is not in inventory being a product that is out of stock.

Chao neither teaches, discloses, nor suggests “managing information regarding products that are not in inventory in each store, a product that is not in inventory being a product that is out of stock,” as recited in claim 1. Chao, rather, determines whether there is enough inventory of a product to satisfy an order upon *receiving* the order for a product from a user. In particular, as described in the Abstract:

The system includes a host system for receiving an order for a product from a user, determining whether inventory for said product satisfies said order, notifying said user if said inventory for said product does not satisfy said order, receiving a back order request from said user to back order said product if said inventory for said product does not satisfy said order, determining an amount of said product for meeting said back order request, acquiring said amount and updating said inventory, notifying said user that said back order request has been satisfied and receiving a delivery request from said user to deliver said product.

Since Chao determines whether there is enough inventory of a product to satisfy an order upon receiving the order for a product from a user, Chao is not "managing information regarding products that are not in inventory in each store, a product that is not in inventory being a product that is out of stock," as recited in claim 1.

Chao, furthermore, determines whether there is enough inventory of a product to satisfy an order upon *receiving* the order for a product from a user. In particular, as described in paragraph [0005]:

The system includes a host system for receiving an order for a product from a user, determining whether inventory for said product satisfies said order, notifying said user if said inventory for said product does not satisfy said order, receiving a back order request from said user to back order said product if said inventory for said product does not satisfy said order, determining an amount of said product for meeting said back order request, acquiring said amount and updating said inventory, notifying said user that said back order request has been satisfied and receiving a delivery request from said user to deliver said product.

Since Chao determines whether there is enough inventory of a product to satisfy an order upon receiving the order for a product from a user, Chao is not "managing information regarding products that are not in inventory in each store, a product that is not in inventory being a product that is out of stock," as recited in claim 1.

Chao, furthermore, provides real-time inquiries on whether the quantities of products ordered are in stock and can be fulfilled when a customer *submits* an order. In particular, as described in paragraph [0009]:

As discussed, determining whether a particular product is out of stock and whether the customer wishes the item to be back ordered is needed. One embodiment for an electronic catalog system includes an electronic marketplace ("e-Marketplace") that hosts a Web site for multiple suppliers selling various products. Supplier catalogs, along with available quantities of the products may be included. Thus, when a customer submits an order, the e-Marketplace Web site may provide real-time inquiries on whether the quantities of products ordered are in stock, and can be fulfilled.

Since Chao provides real-time inquiries on whether the quantities of products ordered are in

stock and can be fulfilled when a customer submits an order, Chao is not "managing information regarding products that are not in inventory in each store, a product that is not in inventory being a product that is out of stock," as recited in claim 1.

Furthermore, in Chao, the customer is queried about creating a back order request for the product *if* the quantity ordered by the customer is greater than the quantity in inventory. In particular, as described in paragraph [0014]:

If, in step 204, the quantity ordered by the customer is greater than the quantity in inventory, the customer is queried about creating a back order request for the product. If the customer decides not to create a back order request, the process ends in step 210. Otherwise, in step 212, the customer requests a back order and is queried on specifying a time period for keeping the back order request active. Thus, in step 212, the customer may enter a time period on an electronic form or select from a predetermined list of time periods. In step 214, the customer's back order request is stored in the database 8, flagged with a back order status indicator and sent to a supplier for fulfillment. In step 216, the supplier acquires the back order quantity and updates the inventory data in the database 8. In step 218, the inventory data in the database 8 is automatically searched at a predetermined time period to identify product orders flagged with a back order status. Note that a web server agent program, or the like, may be used to perform the search function.

Since, in Chao, the customer is queried about creating a back order request for the product *if* the quantity ordered by the customer is greater than the quantity in inventory., Chao is not "managing information regarding products that are not in inventory in each store, a product that is not in inventory being a product that is out of stock," as recited in claim 1.

Finally, Fig. 2 of Chao illustrates an exemplary method for back ordering out of stock products, as described at paragraph [0008], not "managing information regarding products that are not in inventory in each store, a product that is not in inventory being a product that is out of stock," as recited in claim 1.

Herriot shows no "managing information regarding products that are not in inventory in each store, a product that is not in inventory being a product that is out of stock," either, and thus cannot make up for the deficiencies of Chao with respect to claim 1. Thus, even if Chao and Herriot were combined, as proposed in the Office Action, the claimed invention would not result.

The third clause of claim 1 recites:

When a purchaser selects the product that is not in inventory from the product catalog of one store, introducing the purchaser to another store in which the product selected by the purchaser is available.

Chao neither teaches, discloses, nor suggests "when a purchaser selects the product that is not

in inventory from the product catalog of one store, introducing the purchaser to another store in which the product selected by the purchaser is available," as acknowledged graciously in the Office Action at page 8, in section 6. The Office Action seeks to remedy this deficiency of Chao by combining Chao with Herriot, saying at pages 8 and 9, that:

It would have been obvious to one of ordinary skill in the art at the time of invention to have modified the invention of Chao to have included introducing the purchaser to a second store in which a product selected by a purchaser is available when the purchaser selects a product that is not in inventory from a catalog as taught by 892u in order to provide referral channels that provide financial gains in addition to the natural gains of goodwill from serving customers for both referrers and referees (see at least: 892u, Paragraphs 46 and 48).

Chao, however, pertains to catalogs, and particularly to electronic catalogs, not stores. Chao wants to *keep* customers for the catalogs by improving their back ordering of out of stock products, not lose the customers to a store. In particular, as described at paragraph [0003]:

Therefore, electronic catalogs (e.g., catalogs provided via the Internet) have become popular. Fewer mistakes are made, orders are processed quicker and more efficiently. Also, electronic orders are usually delivered faster than orders taken from paper catalogs. Although an electronic catalog system may be able to determine whether a particular product is out of stock, often, the data is erroneous, out dated and not a true indication of a supplier's inventory. Further, knowing whether the customer wishes the item to be back ordered is not determined.

It is submitted, therefore, that for at least those reasons noted in the Office Action, i.e. providing financial gains in addition to the natural gains of goodwill from serving customers for both referrers and referees, persons of ordinary skill in the art who read Chao for all it contained at the time the invention was made would have been motivated to *retain* customers, not send them to a second store. Claim 1 is submitted to be allowable. Withdrawal of the rejection of claim 1 is earnestly solicited.

Claims 3-6 depend from claim 1 and add further distinguishing elements. Claims 3-6 are thus also submitted to be allowable. Withdrawal of the rejection of claims 3-6 is also earnestly solicited.

Claim 11:

The second clause of claim 11 recites:

Managing information regarding products that are not in inventory in each store, the products being out of stock.

Neither Chao nor Herriot show "managing information regarding products that are not in

inventory in each store, the products being out of stock," as discussed above with respect to the rejection of claim 1. Thus, even if Chao and Herriot were combined, as proposed in the Office Action, the claimed invention would not result.

The third clause of claim 11 recites:

When a purchaser selects a product that is not in inventory from the product catalog of one store, introducing the purchaser to another store in which the product selected by the purchaser is available.

Persons of ordinary skill in the art who read Chao for all it contained at the time the invention was made would have been motivated to *retain* customers, not send them to a second store, as discussed above with respect to the rejection of claim 1. Claim 11 is thus believed to be allowable for at least those reasons discussed above with respect to the rejection of claim 1. Withdrawal of the rejection of claim 11 is also earnestly solicited.

Claims 9 and 13:

Claims 9 and 13 were rejected under 35 U.S.C. § 103(a) as being unpatentable over Peterson in view of Herriot. The rejection is traversed. Reconsideration is earnestly solicited.

The second clause of claim 9 recites:

Managing information regarding products that are not in inventory for a plurality of stores.

Peterson neither teaches, discloses, nor suggests "managing information regarding products that are not in inventory for a plurality of stores," as discussed above with respect to the rejection of claim 7. Herriot does not either, and thus cannot make up for the deficiencies of Peterson with respect to claim 9. Thus, even if Peterson and Herriot were combined, as proposed in the Office Action, the claimed invention would not result.

The third clause of claim 9 recites:

Introducing a purchaser to a second store in which a product selected by a purchaser is available when the purchaser selects a product that is not in inventory from a catalog of a first store.

Peterson neither teaches, discloses, nor suggests "introducing a purchaser to a second store in which a product selected by a purchaser is available when the purchaser selects a product that is not in inventory from a catalog of a first store," as acknowledged graciously in the Office Action at page 12, in section 7. The Office Action seeks to remedy this deficiency of Peterson by combining Peterson with Herriot, saying:

It would have been obvious to one of ordinary skill in the art at the time of invention to have modified the invention of Peterson to have included introducing a purchaser to a second store in which a product selected by a purchaser is available when the purchaser selects a product that is not in inventory from a catalog as taught by 892u in order to provide referral channels that provide financial gains in addition to the natural gains of goodwill from serving customers for both referrers and referees (see at least: 892u, Paragraphs 46 and 48).

Peterson, however, wants to move inventory, not people. Peterson wants to *keep* customers by improving the distribution of information about inventory levels and pricing among vendors, manufacturers, and end users, not lose them to another store. In particular, as described at paragraph [0001]:

More particularly, the invention relates to integrating a maintenance supply network with an information network for selectively distributing information about inventory levels and pricing among vendors, manufacturers, and end users, and efficiently transferring inventory between parties according to prearranged terms.

Peterson, furthermore, teaches away from sending customers to other stores at paragraph [0002], when he lists the disadvantages *for the vendor* associated with looking for another vendor who has the part in stock:

Furthermore, if an end user desires a part that the vendor does not have on hand in inventory, the vendor will need to find a source for the needed part. The vendor may contact the manufacturer to see if the manufacturer has the part on hand. Frequently, however, the vendor may find that another vendor will have the part in inventory, and be able to sell the part to the vendor for resale to the end user on an expedited basis. The vendor may spend a long time telephoning a number of fellow vendors looking for another vendor who has the part in stock. If the vendor locates another vendor with the part in stock, an ad-hoc negotiation for purchasing and shipping the part must be conducted.

It is submitted, therefore, that for at least those reasons noted in the Office Action, i.e. providing financial gains in addition to the natural gains of goodwill from serving customers for both referrers and referees, would have motivated persons of ordinary skill in the art who read Peterson for all it contained at the time the invention was made to ship the available inventory to the store that has the customers, not send the customers to a second store. Claim 9 is submitted to be allowable. Withdrawal of the rejection of claim 9 is earnestly solicited.

Claim 13:

The second clause of claim 13 recites:

Managing information regarding products that are not in inventory in each store, the product that is not in inventory being a product that is out of stock.

Peterson neither teaches, discloses, nor suggests "managing information regarding products that are not in inventory in each store, the product that is not in inventory being a product that is out of stock," as discussed above with respect to the rejection of claim 7. Herriot does not either, and thus cannot make up for the deficiencies of Peterson with respect to claim 13. Thus, even if Peterson and Herriot were combined, as proposed in the Office Action, the claimed invention would not result.

The third clause of claim 13 recites:

Introducing a purchaser to a second store in which a product selected by a purchaser is available when the purchaser selects a product that is not in inventory from a catalog of a first store.

Persons of ordinary skill in the art who read Peterson for all it contained at the time the invention was made would have been motivated to ship the available inventory to the store that has the customers, not send the customers to a second store, as discussed above with respect to the rejection of claim 9. Claim 13 is submitted to be allowable. Withdrawal of the rejection of claim 13 is earnestly solicited.

New claims 15 to 22:

Claims 15 to 22 depend from claims 1, 7, and 9 to 14, respectively, and add further distinguishing elements. Claims 15 to 22, for example, recite substantially:

Wherein the managing information regarding products that are not in inventory . . . occurs before the purchaser selects one of the products that are not in inventory.

None of the cited references teach, disclose, or suggest, "wherein the managing information regarding products that are not in inventory . . . occurs before the purchaser selects one of the products that are not in inventory," as recited in claim 15 to 22. The cited references, rather, appear to depend on the purchaser selecting a product that is not in stock before the store, for example, places the product on back order, or ships it from another store, as discussed above with respect to the rejection of claims 1 and 7. Claims 15 to 22 are therefore believed to be allowable as well, for at least those reasons discussed above with respect to the rejection of claims 1 and 7.

Conclusion:

Accordingly, in view of the reasons given above, it is submitted that all of claims 1 and 3-22 are allowable over the cited references.

Finally, if there are any formal matters remaining after this response, the Examiner is

requested to telephone the undersigned to attend to these matters.

If there are any additional fees associated with filing of this Amendment, please charge the same to our Deposit Account No. 19-3935.

Respectfully submitted,

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By

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